
LVMH PRIZE FOR GRADUATES

TERMS AND CONDITIONS

Article 1 – Purpose

As part of its worldwide activities to support creativity in the fashion sector, the LVMH Group is launching the 2019 edition of the **LVMH Prize for Graduates** (the "**Prize**").

The purpose of the Prize is to make the LVMH Group's know-how available to assist young fashion designers with their entrepreneurial projects and foster their professional development. To this end, the Prize will be awarded to three young graduates who have completed an entire program of study at a fashion institute.

The goals of the Prize are philanthropic and artistic. Participant applications are reviewed by fashion professionals on the basis of qualitative criteria: the candidates' academic profile, and the creativity, originality, innovation, technical sophistication, and craftsmanship of their creations. No registration fees are required to participate, nor are participants supposed to acquire or use any item whatsoever.

Article 2 – Organizer

The Prize is organized by LVMH Moët Hennessy – Louis Vuitton, a French *société européenne*, with a share capital of 152.094.089,70 euros, having its registered office at 22, avenue Montaigne, 75008 Paris, registered to the Paris Trade and Companies Register under Number 775 670 417 ("**LVMH**" or the "**Organizer**").

A copy of the French version of the present terms and conditions governing the 2018 edition of the Prize (the "**Terms and Conditions**") were duly filed with Me. Marie-Josèphe Bouvet, bailiff (*huissier de justice*) 354, rue Saint Honoré, 75001 Paris. The Terms and Conditions are available on the dedicated web site at www.lvmhprize.com (the "**Website**"). They shall also be sent, at no charge, to anyone requesting them from the Organizer.

The Terms and Conditions may be modified or amended to at any time by the Organizer without previous notice. Any possible changes made to the Terms and Conditions shall be duly filed with a bailiff (*huissier de justice*), and shall enter into effect at the time they are published online on the Website. Any participant who refuses to accept the modification(s) to the Terms and Conditions must cease to take part in the Prize process.

The "**LVMH Group**" shall mean LVMH, any entity directly or indirectly controlled by LVMH, any entity directly or indirectly controlling LVMH, and any entity placed under the same control as LVMH, within the meaning of Article L. 233-3 of the Commercial Code.

Article 3 – Conditions for Participation

The Prize is open to any natural person over 18 of age who graduates from a complete three-year program at a fashion institute during the Prize year (individually a "**Candidate**" and collectively the "**Candidates**").

There is no nationality or residency requirement for participating in the Prize.

Article 4 – Candidate Participation

To participate in the Prize, Candidates must fill out the application on the Website.

A Candidate may make only one application. In case of multiple applications by a Candidate, only one application will be taken into account by the Organizer.

Article 5 – Application Forms

The application form is accessible on the Website and contains the following information:

- i. information on the Candidate's identity and contact information;
- ii. information on the fashion institute from which the Candidate graduated, and the academic profile of the Candidate;
- iii. photos of a Candidate's fashion collection (men or women ready-to-wear);
- iv. formal approval of the Prize Terms and Conditions as well as of the Website Terms of Use.

The application form must be filled out directly on the Website before May 15, 2019 11:59 pm (Paris time) at the latest.

The application must be filled out in English.

Once the application is complete, the Organizer will send the Candidate an acknowledgement of receipt to the e-mail address indicated in the application form.

Article 6 – Review of the Application Forms

The Organizer shall proceed to review the applications on the basis of all the terms and conditions provided herein to study their admissibility and completeness.

Any application that is incomplete, submitted late, or that contains false or misleading information, shall be declared inadmissible, with the Organizer having no obligation to inform the concerned Candidate of this fact, and without the Candidate whose file was discarded being entitled to any indemnification; this is applicable at any stage of the process of granting the Prize.

Article 7 – Selection of the Prize Winners

The Organizer shall select, from the applications deemed to be admissible, three (3) Prize Winners (individually an "**Prize Winner**," and jointly, the "**Prize Winners**"), on the basis of the following qualitative criteria: the Candidates' academic profiles, the creativity, originality, innovation, technical sophistication, and craftsmanship of the creations they submit to support their application for the Prize.

Prior to the selection of the Prize Winners, the Organizer may organize auditions of the Candidates of their choice in Paris or any other location determined by the Organizer. In this event, if a Candidate's audition does not take place in the city where the Candidate is located, the Organizer will cover the Candidate's reasonable costs for transportation and lodging related to the audition. These costs will be reimbursed only after receipts have been submitted, and subject to previous written authorization by the Organizer.

Any costs relating to insurance, airport services, excess baggage charges, visa fees, and all personal expenses (laundry, telephone, beverages, room service, tips, *etc.*) are to be borne by the Candidates being auditioned. Similarly, Candidates are responsible for taking care of all administrative and health procedures required for a stay in France or in any other location where an audition could take place in view of their personal status, in particular of customs formalities.

The decision of the Organization shall be final. No appeal shall be admitted.

The Organizer is not required to select Prize Winners if the quality of the applications is not deemed to meet the relevant qualitative criteria. Similarly, the Organizer reserves the right to grant any other award or special mention to any Candidate at its sole discretion.

Article 8 – Conditions for Granting the Prize

Actual granting of the Prize to the selected Prize Winners is contingent upon the following:

- i. the selected Prize Winners must sign an affidavit following the model annexed as **Schedule** to these Terms and Conditions and comply with the commitments and guarantees set forth herein; and
- ii. the selected Prize Winners must provide all documents, items, and information supporting their application deemed necessary by the Organizer.

To that end, the Organizer will send the selected Prize Winners, at the e-mail addresses indicated at the time of registration on the Website, the affidavit to be signed, as well as the list of documents, items and support information to be provided, if applicable.

The selected Prize Winners will then have a period of one (1) week to return the following to the Organizer:

- i. the affidavit(s) duly signed; and
- ii. all requested documents, items, and support information, if applicable.

If the affidavit(s), as well as the required documents, items, and support information are not returned within the prescribed period, the Organizer may, at its sole discretion, decide to exclude the selected Prize Winner in question, without such exclusion entitling that the selected Prize Winners to any compensation or indemnification.

If the Organizer so wishes, it may then decide to choose a new Prize Winner from among the Candidates so that the number of Prize Winners stays set at three (3). Within the period set by the Organizer, this new presumed Prize Winner shall submit the affidavit and the appropriate documents, items, and support information.

Article 9 – Announcement of the Names of the Prize Winners and Presentation of the Prize

The names of the Prize Winners shall be announced in a press release issued by the Organizer that will be available on the Website, on the Organizer's company website, and/or by any other means determined by the Organizer. The Organizer reserves the right to inform each Prize Winner personally, subject to each Prize Winner undertaking to keep this information confidential until the official public announcement by the Organizer.

The Prize may be presented to the Prize Winners at a public ceremony arranged by the Organizer, during which it is possible that the Prize Winners' creations may be presented.

Article 10 – Nature of the Prize

The three (3) Prize Winners shall receive assistance from the LVMH Group to support their creation work as follows:

- i. financial support, in the amount of ten thousand (10,000) euros, to be paid in a lump sum; and
- ii. an offer of collaboration (freelance or otherwise) for a period of twelve (12) months in the studio of an LVMH Group company.

The terms of this collaboration shall be set forth in an agreement entered into between the Prize Winners and the Organizer or the relevant LVMH Group company.

The Prize is strictly personal and may not be transferred to or used by any person other than the Prize Winner. The Prize Winner may not assign or transfer the rights and obligations derived from the Prize to a third party.

Article 11 – Calendar

The estimated calendar for the 2019 edition of the Prize is as follows:

- i. Submission of the applications to the Website before May 15, 2019 11:59 pm (Paris time);
- ii. Review by LVMH of the admissibility of the applications the end of May 2019;
- iii. Selection of the Prize Winners by the Organizer beginning of June 2019.

These dates are provided solely as an indication. They may be changed at the discretion of the Organizer if circumstances so require. The Organizer may also curtail, suspend, postpone, modify, or cancel the organization of the Prize without being held liable, and without any damages or lack of opportunity to the Candidates arising therefrom, even at the stage when the Prize Winners are being selected by the Organizer.

Article 12 – Intellectual Property

For the purposes of participating in the Prize, all Candidates shall:

- provide the Organizer with their first and last names;
- upload to the Website one or more photographs of themselves, several photographs, pictures, or animated pictures sequences (videos) showing their creations, and the verbal and figurative elements of any trademarks they may own or use.

(referred to hereinafter as the "**Content**").

The Content shall not be published on the Website by the Organizer and shall be used by the Organizer only for the purposes of analyzing applications.

The Organizer will make its best effort to keep confidential the applications of Candidates.

In the above context, and for the above purposes, Candidates grant to the Organizer a perpetual, irrevocable, and non-exclusive license to all intellectual property rights related to the Content, specifically including but not limited to copyrights, registered and unregistered designs rights, registered and unregistered trademarks rights, as granted by the provisions of the laws or regulatory provisions of all countries, as well as any current or future international conventions.

This license is granted worldwide, at no charge, and for the whole duration of intellectual property rights according to each country's legislation, including any possible extensions of such rights.

Under this license, the Organizer is authorized to use all or part of the Content, by any means, and as often as the Organizer deems necessary, to be used by the Organizer for the purposes of analyzing applications.

The Organizer is thus authorized – but only in the strict compliance with the aforementioned purposes:

- to reproduce or cause to be reproduced all or part of the Content; whether on a temporary or final basis, whether associated or not with any other elements of intellectual property of any kind, whether of the same or a different type; using any process, known or unknown, on any device, known or unknown, whether paper-based or electronic;
- to show, or cause to be shown, the Content, whether associated or not with any other elements of intellectual property of any kind; whether of the same or a different type, as a

whole or using excerpts, by presenting or announcing them to the public; and using any method of publication, dissemination, or broadcasting, known or unknown; particularly any electronic communications network, especially the Internet;

- to (or cause to) adapt, transform, arrange, modify, add to, subtract from, or translate the Elements of Intellectual Property, as the Organizer deems necessary, for the whole or partial use of the Content.

For the purposes of the organization of the Prize, all Candidates guarantee to the Organizer:

- that the intellectual property rights to the Content legally exist, and that they undertake to carry out the necessary actions to maintain, and, if applicable, renew these rights, bearing any costs related to these actions;
- that they hold all intellectual property rights and authorizations, allowing them to upload the Content to the Website, and to grant the above mentioned license; and that, if applicable, they have been authorized by anyone who may have contributed to creating the Content to upload it or grant such license;
- that the Content does not infringe the rights of third parties, and that it is not the object of any claim or actions of infringement, invalidity, revocation, or recovery.

Candidates guarantee that LVMH may freely and peacefully use the Content for the purposes defined above.

Provision Applicable to the Prize Winners

The names of the Prize Winners will be announced in a press release issued by the Organizer, to be available specifically on the Website and on the Organizer's company website, and/or by any other means determined by the Organizer. In this context, the Organizer may decide to have an audiovisual and/or photographic news story, which will be publicly released, produced about the Prize Winners and/or their creations.

For this purpose, the Candidates undertake at this time to negotiate in good faith with the Organizer in order to grant, at no charge, a license to the intellectual property rights on photographs, pictures, or animated picture sequences showing them or their creations; as well as any verbal or figurative elements of trademarks they may own or use, which could be useful for presenting, announcing, and promoting the Prize, the Candidates, and their creations; this includes LVMH Group corporate communications.

Article 13 – Personality Rights

The Content that Candidates submit with their applications for the Prize contains information that are protected by personality rights, (such as, for example, pictures of the models in the photographs showing a Candidate's designs), to be known hereinafter as "**Personality Features**":

Candidates grant LVMH, an irrevocable and non-exclusive authorization to use, reproduce, show, and freely promote, in whole or in part, the Personality Features that are part of the Content by any means, and as often as the Organizer deems necessary, to be used by the Organizer, Committee of Experts, and Jury for the purposes of analyzing applications.

This authorization is granted, at no charge, world-wide, for a period of fifteen (15) years.

This authorization applies to all rights related to Personality Features that may be recognized by the provisions of the laws or regulatory provisions of all countries, as well as current or future international conventions.

Candidates guarantee that they have obtained the necessary authorizations, in the context of this Prize registration, to use the Personality Features related to all third parties whose first or last names

and/or pictures are sent by Candidates to the Organizer, particularly the necessary authorizations for the rights to use pictures of the models wearing the Candidates' creations.

Candidates guarantee that LVMH may freely and peacefully use the Personality Features for the purposes defined above.

Provision Applicable to the Prize Winners

Candidates recognize and accept that, if they are selected as an Prize Winner, the above authorization will also apply to all photographs, images or animated pictures sequences (video) showing them (thus being included under Personality Features) that may be taken and recorded during any event for presenting, announcing, or promoting the Prize, and for LVMH Group corporate communications, especially as part of producing any visual or audiovisual announcement in relation to the public introduction of the Prize Winners.

Article 14 – Candidate Independence and Conflict of Interests

The LVMH Group shall in no way interfere with the creative decisions of the Candidates, nor in how they structure their work or manage their activities; no right over the Content shall be transferred to LVMH, except for the provisions of Articles 12 and 13 above. No relationship of subordination of any kind may be established between the LVMH Group and the Candidates.

Under no circumstances, and by no means, Candidates shall be considered as agents, employees, or associates of the LVMH Group. Participation in the Prize does not grant Candidates any authority, title or right to represent themselves as representatives of the LVMH Group or to act in any way in the name of or on behalf of the LVMH Group.

The Organizer reserves the right to disqualify Candidates at any time, and, if necessary, to strip Prize Winners of their Prize, in the event that the terms of these Terms and Conditions, or the Website General Terms of Use are not followed; or in the event of behavior that could harm the name and reputation of the LVMH Group, its directors, administrators, or employees.

Article 15 – Liability

The Organizer shall not incur liability in the event that force majeure, or unforeseen circumstances against its will, harm the organization and management of the Prize.

The Organizer may not be held liable for possible thefts, injuries or damages, direct or indirect, of any kind whatsoever, which the Candidates may be subject to during their travels, and especially their stay; this is in particular regard to any styles that may be submitted to the Organizer for audition purposes.

The Prize Winner undertakes to pay any taxes, levies, social contributions, or any other possible fee of any kind whatsoever, that it may due pursuant to applicable law; with the Organizer being held harmless from any liability in such regard. In the event the payment of the financial Prize triggers any withholding tax, the amount of such withholding tax shall be deducted from the 10,000€ financial Prize.

Article 16 – Severability of the Clauses

If one of the clauses in these Terms and Conditions is declared null or unenforceable, in whole or in part, by virtue of any provision of applicable law, such clause shall be considered void, and such nullity or unenforceability shall not affect the other clauses herein.

Article 17 – Applicable Law and Dispute Resolution

The present Terms and Conditions are subject to the laws of France.

Participation in the Prize implies acceptance of these Terms and Conditions without reservation or restriction. Any practical difficulties in interpreting or applying these Terms and Conditions shall be decided definitively and as a last resort by the Organizer.

In the event of a dispute between the Organizer and a Candidate, this litigation shall be submitted to the competent courts.

Appendix

Template for Sworn Statement and Declaration to be Signed by Each Selected Prize Winner

I, the undersigned [...],

- confirm that I am participating voluntarily and individually in the 2019 edition of the LVMH Prize for Graduates (the "**Prize**") organized by LVMH Moët Hennessy – Louis Vuitton, a *société européenne*, with a share capital of 152.094.089,70 euros, having its registered office at 22, avenue Montaigne, 75008 Paris, registered to the Paris Trade and Companies Register under Number 775 670 417 ("**LVMH**" or the "**Organizer**");
- confirm that I have knowledge of, and accept, the terms and conditions of participation in the Prize as they appear in the Prize Terms and Conditions at www.lvmhprize.com (the "**Website**"), as well as the Website General Terms of Use, and I agree without reservation to be bound by the provisions and commitments set forth therein;
- undertake, in all circumstances, to respect the name and reputation of the Organizer and the LVMH Group (as defined in the Prize Terms and Conditions), as well as of its directors, administrators, or employees, and to abstain from any act that could harm them;
- certify and attest to the accuracy of the information provided in my application;
- certify and attest that none of the Content, as defined by the Prize Terms and Conditions, harms the rights of third parties, particularly intellectual property rights and personality rights;
- certify and attest that I hold all intellectual property rights to this Content, or I have obtained the necessary authorizations to grant a license over this Content, pursuant to the Prize Terms and Conditions;
- confirm that I have granted LVMH a license to all the intellectual property rights to the Content, in the terms of Article 12 of the Prize Terms and Conditions;
- agree that personal information regarding me may be collected and processed by LVMH under the provisions of the Website General Terms of Use;
- consent expressly that personal data relating to me may be disclosed to recipients located outside the European Union pursuant to the provisions of the Website General Terms of Use;
- acknowledge that I have been informed of the rights set forth in Act 78-17 of January 6, 1978 regarding computerization, files, and rights, particularly the right to access, correct, and oppose the processing of information regarding me;
- undertake to be physically present at the public ceremony that may be organized by LVMH for presentation of the Prize, and, if asked by LVMH, any other event whose purpose is presenting, announcing, and promoting the Prize;
- for a period of twenty-four (24) months from receiving the Prize, I undertake to inform LVMH of any employment offer or offer of collaboration that I may receive;
- undertake to keep the strictest possible confidentiality regarding any information about the LVMH Group that I may learn by participating in the Prize;
- acknowledge that if I do not meet the commitments contained in this sworn statement and declaration, as well as the Prize Terms and Conditions and Website General Terms of Use, I will be stripped of the Prize as of right, and I am prohibited from any redress.

In order to select the applications and prepare the necessary documentation for the visual and/or audiovisual announcement that will accompany the public introduction of the Prize Winners, LVMH may decide to have an audiovisual and/or photographic news story produced about the Prize Winners, to which LVMH shall hold the rights.

For this purpose, and pursuant to the Terms and Conditions, particularly those on personality rights:

- I authorize LVMH, at no charge, to freely use, reproduce, show, and promote, worldwide and at its sole convenience, by any means, particularly on its Internet sites, and on any communications media known or unknown at this time (particularly the audiovisual and/or photographic news story), any information concerning me or the Content under the conditions described in the Prize Terms and Conditions;
- I acknowledge that LVMH shall hold all rights to audiovisual and photographic works created for the purpose of the Prize;
- I undertake to irrevocably waive any recourse or appeal of any kind against LVMH resulting from my application for the Prize, or relative to the use of my image, my name, or the above mentioned media devices as part of the Prize process, subject to the above limitations.

FOR ALL LEGAL INTENTS AND PURPOSES.

Entered into in [...], on [...]

Signature of the Candidate

Counter-signature of LVMH